

“ARDA AT RETRAVISION” PROMOTION

HOW TO ENTER

1. To enter, entrants must send an SMS to 0439 777 666 containing the word ‘ARDA’, their full name and postcode (in that order with a space between each) by 11.59pm AWST 19/07/09. SMS entry cost will vary dependent on the mobile network used but will not exceed 55c.

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to WA residents.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Only one entry permitted per person.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. SMS entry cost will vary dependent on the mobile network used but will not exceed 55c. SMS winners will be contacted by SMS and/or phone and the Promoter will record their address details so that the prize may be awarded. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant.
9. Promotion commences 07/06/09. Entries close 11.59pm AWST on 19/07/09. The draw will take place at Mocom Level, 1 125 York Street South Melbourne 3205 on 22/07/09 at 12pm AEST.

10. Winners will be notified by phone.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first five (5) valid entries drawn will each win a pack of Arda products including an Arda 600mm Five Function Oven, an Arda 600mm Stainless Steel Gas Cooktop, an Arda 600mm Slide Out Rangehood and a 5 Year Warranty valued at \$1,088 each.
13. If the winner of the Arda pack prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
14. If for any reason a winner does not take the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
15. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
16. Total prize pool value is \$5,440.
17. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
18. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in

prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

21. As a condition of accepting the Arda pack prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
23. The Promoter is Retravisio (W.A.) Ltd. (ABN 29 008 685 158) of 2 Gould Street, Herdsman WA 6017.